

EXHIBIT 6

DECLARATION OF CHRISTINE KIM

1. My name is Christine Kim, and I am the Payroll Manager at Medical Staffing of America, LLC ("Steadfast"). This statement is made voluntarily by me, and I am competent to testify about the matters set forth in this declaration.
2. I have been the Payroll Manager for Steadfast since late 2017. In my role, I oversee the administrative portion of the business starting from front desk credentialing and coordinating, payroll administration, invoicing, and accounts receivables for Steadfast.
3. I have first-hand knowledge of and am familiar with the company's payroll records and general business operations.
4. Steadfast operates as a registry for independent, licensed Registered Nurses, Licensed Practical Nurses, and Certified Nursing Assistants ("nurses") to select from available short-term or "as needed" opportunities to provide nursing services at various hospitals and nursing homes.
5. Independent licensed nurses join Steadfast's registry to select from available short-term or "as needed" nursing care opportunities at Steadfast's clients' facilities.
6. The nurses choose how often they work and when and where they work.
7. Steadfast does not have or issue any kind of "handbook" for nurses on the registry.
8. The spreadsheet attached as Exhibit A is summary of weekly payroll records for Schedule A workers for the pay periods covering November 27, 2018 through April 15, 2019. The data reflected in Exhibit A is a fair representative sampling of a 20-week period.
9. As reflected in Exhibit A, the nurses' hours fluctuate greatly from week to week, month to month, and year to year.
10. Many nurses on the registry will work one pay period or a few in a row and then never work another shift.
11. Most nurses just use the registry to pick up a few shifts here and there, so they'll show up throughout the year, but only once every few weeks.

12. To be listed on the Registry with Steadfast, all nurses are required to sign an “Independent Contractor” agreement with Steadfast.

13. These agreements are uniform in all material respects, and a true and correct example is attached as Exhibit B.

Pursuant to 28 U.S.C. § 1746, I declare under the penalty of perjury that the foregoing is true and correct.

April 29, 2019

Date

Christine Kim

Christine Kim

EXHIBIT A

Schedule A Workers Payroll Summary Sampling

Case 2:18-cv-00226-RAJ-LRL

Schedule A Worker	Nov 27 - Dec 3, 2018	Dec 4 - Dec 10, 2018	Dec 11 - Dec 17, 2018	Dec 18 - Dec 24, 2018	Dec 25 - Dec 31, 218	Jan 1 - Jan 7, 2019	Jan 8 - Jan 14, 2019	Jan 15 - Jan 21, 2019	Jan 22 - Jan 28, 2019	Jan 29 - Feb 4, 2019	Feb 5 - Feb 11, 2019	Feb 12 - Feb 18, 2019	Feb 19 - Feb 25, 2019	Feb 26 - Mar 4, 2019	Mar 5 - Mar 11, 2019	Mar 12 - Mar 18, 2019	Mar 19 - Mar 25, 2019	Mar 26 - Apr 1, 2019	Apr 2 - Apr 8, 2019	Apr 9 - Apr 15, 2019	
Glass, Ann																					
Griffin, Renorda																					
Hall, Daseline	26.75 \$749.00	9.25 \$259.00	15.75 \$472.50	32.25 \$1,195.25	14.25 \$623.25	8.25 \$247.50	32.25 \$967.50	8 \$240.00	24.83 \$727.90	55.25 \$1,657.50	32.67 \$980.10	21.42 \$856.80	15.83 \$633.20		14.5 \$548.75	16.5 \$577.50	18.25 \$730.00	24.25 \$970.00	8 \$320.00	16.33 \$653.20	
Harris, Karen																					
Hicks, Tiffany																					
Hill, Emma	7.5 \$112.50				77.99 \$1,459.28					7.97 \$135.49											
Hodge, Aisha																					
Howell, Shannon																					
Jefferson, Whitney																					
Jenkins, Elizabeth																					
Keys, Tanglae																					
Kidder, Jonathan	73 \$2,190.00	75 \$2,250.00	65.5 \$1,965.00	74.5 \$2,512.50	24 \$840.00	16 \$480.00															
Malaki, Cynthia	23.71 \$663.88	44.59 \$1,240.77	47 \$1,398.66	8 \$324.00	31.17 \$1,122.84	17.13 \$513.90		7.92 \$237.60		23.92 \$717.60		23.81 \$650.79	17.46 \$488.88	10.04 \$281.12							
Marshall, Jonathan																					
McAllister, Janelle																					
McEntyre, Ebony																					
McLeod, Shakeia																					
McManis, Rebecca																					
McQueen, Valerie	50.25 \$1,507.50	46.75 \$1,402.50	51 \$1,530.00	37 \$1,297.50	26.25 \$1,050.00	20.25 \$607.50	60.75 \$1,822.50														
Militier, Piers																					
Mitchell, Monica																					
Mokoena, Victor		64 \$1,920.00	86.5 \$2,595.00	9 \$270.00		27 \$810.00	76.5 \$2,295.00	62.5 \$1,875.00		49 \$1,470.00	45 \$1,350.00	108 \$3,240.00	24.5 \$735.00		52.5 \$1,575.00	75 \$2,250.00	38 \$1,140.00				
Morey, Teresa																					
Mullinix, Allison																					
Neville, Margie																					
Nurse, Samara									8.25 \$247.50												
Ozirus, Melisa									12.08 \$181.20	7.75 \$116.25	23.08 \$346.20		15.75 \$236.25				8 \$120.00				
Pace, Lynell																					
Pettigrew, Tanya	22.5 \$675.00	58.17 \$1,745.10		22.92 \$863.85	48.03 \$1,793.10		46.54 \$1,396.20	35.23 \$1,056.90	34.73 \$1,041.90	41.81 \$1,254.30	11.33 \$339.90	27.3 \$771.51	55.43 \$1,662.90	35.56 \$1,066.74	23.74 \$712.20	36.7 \$1,101.00	35.4 \$1,062.00		35.8 \$1,074.00		
Plummer, Brandy																					
Reddings, Ray																					

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	Nov 27 - Dec 3, 2018	Dec 4 - Dec 10, 2018	Dec 11 - Dec 17, 2018	Dec 18 - Dec 24, 2018	Dec 25 - Dec 31, 218	Jan 1 - Jan 7, 2019	Jan 8 - Jan 14, 2019	Jan 15 - Jan 21, 2019	Jan 22 - Jan 28, 2019	Jan 29 - Feb 4, 2019	Feb 5 - Feb 11, 2019	Feb 12 - Feb 18, 2019	Feb 19 - Feb 25, 2019	Feb 26 - Mar 4, 2019	Mar 5 - Mar 11, 2019	Mar 12 - Mar 18, 2019	Mar 19 - Mar 25, 2019	Mar 26 - Apr 1, 2019	Apr 2 - Apr 8, 2019	Apr 9 - Apr 15, 2019	
Schedule A Worker																					
Rizer, Stephanie																					
Rollins, Nakeesha		36 \$1,080.00	24 \$720.00	55.5 \$1,905.00	51 \$1,957.50			23.91 \$717.30		23.67 \$710.10	80.33 \$2,409.90	11.5 \$345.00	31.5 \$945.00	64 \$2,048.00	26.25 \$787.50	32.5 \$1,024.00	48.78 \$1,463.40	16.5 \$495.00	48.17 \$1,445.10	48.78 \$1,454.10	
Scott, Karentina				89.25 \$3,016.00	50 \$1,687.50	59 \$1,770.00	75 \$2,250.00	62.5 \$1,875.00	75 \$2,250.00	62.5 \$1,875.00	50 \$1,500.00	62.5 \$1,875.00	50 \$1,500.00	50 \$1,500.00	36.5 \$1,095.00	50 \$1,500.00	75 \$2,250.00	25 \$750.00	41.92 \$1,257.60		
Scruggs, Linda																					
Silver, Sheila			80 \$2,400.00	17 \$510.00		17.33 \$519.90	93 \$2,790.00	105 \$3,150.00			53 \$1,590.00	78 \$2,340.00	33.75 \$1,012.50			69.25 \$2,077.50	77.25 \$2,317.50	41.75 \$1,252.50			
Simmons, Juan		48.06 \$1,441.80	55.28 \$1,942.65	33.92 \$1,397.70	38.92 \$1,167.60	60.59 \$1,802.70	7.62 \$228.60	26.62 \$798.60	24.08 \$722.40	54.09 \$1,622.70	15.33 \$459.90	39.83 \$1,194.90	22.5 \$675.00	19.5 \$585.00	23.75 \$712.50	26.58 \$797.40					
Smith, Chantella																					
Smith, Illisha	25.5 \$765.00	31.5 \$945.00	8 \$240.00	27.25 \$971.25		48.75 \$1,462.50		40 \$1,200.00	16 \$480.00	23 \$690.00	15.5 \$465.00		8 \$240.00		16 \$480.00		25.5 \$765.00	17 \$510.00			
Straton, Ashley								6.25 \$187.50	8 \$240.00		9 \$270.00										
Sutphin, Alexis																					
Tate, Tasha																					
Thompson, Ryan				47.25 \$1,515.00	36 \$1,080.00		24.33 \$729.90	69.41 \$2,082.30	12 \$360.00	12 \$480.00	31 \$1,240.00	49.49 \$1,979.60	35.83 \$1,433.20	57.5 \$2,300.00	12.17 \$486.80	48 \$1,920.00	11.83 \$473.20	12.5 \$500.00	39.25 \$1,570.00		
Tirado, Andrea															42.25 \$1,267.50						
Tyler, Katia																					
Vaughn, Ashley				19.25 \$465.63	30.2 \$770.10	15.17 \$257.89	30.55 \$472.91	23.63 \$369.71			22.5 \$337.50										
Vickers, Cherish																					
Ward, Alvina																					
Watford, Tameka																					
Watson, Genera																					
Westbrook, Belinda																					
Williams, Nicole					27.25 \$1,068.75			10 \$300.00	10 \$300.00		10 \$300.00		10 \$300.00	10 \$300.00				17.5 \$525.00	10 \$300.00		
Willis, Koneika																					
Wooten, Dawn								48.5 \$1,455.00	15.5 \$465.00	29.5 \$845.25	12.25 \$330.75	24 \$720.00	32.25 \$967.50	24.25 \$727.50	40 \$1,200.00	46.25 \$1,387.50		96 \$2,880.00	104.33 \$3,129.90		
Zinzou, Mercy																					

EXHIBIT B

Sample Independent Contractor Agreement

T. Hicks, LPN

SteadFast Medical Staffing, INC.

Confidentiality Statement

As an SMS employee/sub-contractor, I understand and acknowledge that:

I must hold confidential and private all information pertaining to patients, patient records, client facility policies, and procedures.

All protected patient information shall be kept safeguarded pursuant to the policies and procedures at each facility, respectively, and in accordance the Health Insurance Portability and Accountability Act of 1996 (HIPPA), the regulations issued there under, and any applicable state law to prevent impermissible disclosure, loss or misuse, and to ensure that only authorized persons have access to such protected information.

I will consult the Facility Privacy Officer in the event I have any questions regarding the scope or application of the privacy policies described in the statement.

Private and confidential information will only be released to an outside party when legally required to do so and to the extent minimally necessary to respond to the request.

Failure to maintain confidentiality and privacy may lead to disciplinary action up to and including termination as well as any actions designated by the appropriate disciplinary and/or credentialing board.

I understand that any breach of confidentiality may be grounds for immediate termination of employment as well as any appropriate legal actions.

Signature

Tiffany Hicks

Date

2-3-17

SMS Representative

Catherine Martinez

Date

2/3/2017

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

Pursuant to this Agreement for Services ("Agreement"), the person or business entity set forth on the signature page will be engaged as an independent contractor ("Contractor") by SteadFast Medical Staffing, LLC. ("Company"), a limited liability company organized and existing under the laws of the Commonwealth of Virginia, located at 5750 Chesapeake Blvd, Norfolk, VA 23513 for providing independent contractor services as set forth in Exhibit A. This agreement will be effective as of the date of signing by Company, and will continue in full force and effect as set forth herein.

1. Term of Contract

- a. This Agreement will become effective on the date stated above and will continue in full force and effect until the services in Exhibit A are completed. This Agreement may be terminated by Company without cause upon forty-eight (48) hours written notice, provided, however, that if Company terminated prior to completion of the services set forth in Exhibit A, Company will pay the reasonable value of work completed. Termination for cause is set forth in Section 10.

2. Independent Contractor

- a. Contractor will act solely as an independent contractor in the performance of his/her services and nothing herein will at any time be construed to create the relationship of employer and employee, master and servant, or principal and agent between the parties. Neither Contractor nor Contractor's employees or agents are employees of Company and neither are entitled to any employee benefits, including without limitation, vacation, sick leave, or health insurance. Contractor further agrees that Contractor is solely responsible for the payment of all applicable taxes, both federal and state, including social security and all withholding taxes.

3. Services and Compensation

- a. Contractor agrees to perform the services provided in Exhibit A to this Agreement. In consideration for the services to be performed by Contractor, Company agrees to pay Contractor as set forth in Exhibit A. In the event this Agreement is terminated, as provided herein, Company will only be responsible for payment for services provided up to the termination date. Any deviation in either the scope of work or payments for services rendered shall be binding on the parties only if set forth in a writing signed by both parties.

4. Performance by Contractor

- a. Contractor agrees to perform all services in a manner consistent with the standards of work performed by others similarly situated within that industry. Should Contractor fail to render acceptable results, Contractor agrees to re-perform these services and acknowledges that Company has no obligation to pay for these services until they meet acceptable industry standards.

5. Intellectual Property Assignment

- a. Company shall be the exclusive owner as work for hire of all right, title, and interest (including without limitation copyright, trademark and patent rights and all extensions and renewals thereof) now known or hereafter derived in all media and form limitation, all computer programs, including any source code, object code, enhancements and modifications, all files, including input and output materials, all documentation related to such computer programs and files, all media upon which any such computer programs, files and documentation are located (including tapes, disks, and other storage media), proposed, prepared, developed, or produced by Contractor for Company or accepted or paid for by Company or, if not legally possible, then all such rights are hereby exclusively assigned to Company. Contractor agrees to take any actions which might be reasonably requested by Company to effectuate or evidence such ownership by Company or such an assignment.
- b. Company shall have unrestricted access to all computer media containing Company data from time to time about the performance of the services provided herein. Contractor, at the requests of Company shall promptly deliver to Company all computer programs, including source code, files, media, documentation and related materials, concerning any services provided by Contractor before or after the date of this Agreement.

6. Confidentiality

- a. Contractor acknowledges and agrees that as part of Contractor's duties at Company, Contractor will have access to Company's confidential and proprietary information, including information relating to Company's business systems and customer list. Contractor hereby agrees not to disclose, use, sell, license, publish or reproduce, without the prior written consent of Company, any information or documents relating to the Company, system of doing business, computer software, work product resulting from or related to services performed under this Agreement, financial, marketing, strategic and other business information, or any other information designated by Company as confidential (together, "Confidential Information"). Contractor acknowledges that the Confidential Information disclosed to him/her while performing services for Company is protected by copyright, trade secret, trademark and/or copyright laws. Contractor hereby agrees that Contractor will use all reasonable efforts to return to Company upon request all documents and other forms of information (and all reproductions thereof) received from Company that include such Confidential Information.
- b. Confidential Information shall not include any information of Company that: (a) is already known to Contractor at time of its disclosure; (b) is or becomes publicly known through no wrongful act of Contractor; (c) is communicated to a third party with express written consent of Company; (d) is independently developed by Contractor; (e) is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law, provided that before making such

disclosure the Contractor shall immediately give Company written notice and an adequate opportunity to raise an objection or take action to assure confidential handling of such information.

7. Return of Documents

- a. Contractor agrees that upon expiration or termination of this Agreement, Contractor will promptly deliver to Company all program listings, program files, manuals, notes, reports, records, writings, and all other documents or materials pertaining to the business affairs of Company which are in Contractor's possession or under Contractor's control whether on the premises of the Contractor and regardless of how obtained.

8. Non-Competition

- a. Commencing from the first date of the Contractor's engagement by Company and continuing from a period of twelve (12) months from the effective date of expiration or termination of this Agreement, Contractor agrees that Contractor shall not directly provide that type of services provided to Company to any competitors of Company without first obtaining the express written permission of Company. Contractor agrees that during the term of this Agreement and for twelve (12) months thereafter, Contractor will not enter, be engaged in, or be interested in any capacity whatsoever, directly or indirectly, in any business or undertaking which competes with that of Company.

9. No Conflicting Obligations

- a. Contractor warrants and represents to Company that in performing services under this Agreement he/she does not and will not violate any obligation, contractual or otherwise, to any third party. Contractor hereby warrants and represents that he/she does not possess any confidential or proprietary information of any third parties which will be used herein, and has not signed any agreements or covenants not to compete which could prevent Contractor from performing the services for Company as provided herein and in Exhibit A.

10. Termination for Cause

- a. Either party may terminate this Agreement if the other party materially breaches its obligations hereunder; if (a) the non-breaching party sends written notice to the breaching party describing the breach in reasonable detail, and (b) the breaching party does not cure the breach within five (5) days following its receipt of such notice.

11. Non-agency

- a. Contractor agrees that he/she has no authority to enter any agreement nor bind Company in any matter whatsoever; Contractor agrees that he/she has no actual, inherent, or apparent authority to bind Company and agrees to make no representations or commit any acts which would lead any other party into believing he/she has any such authority.

12. Assignment

- a. Contractor agrees that this Agreement is one for "personal services," which are non-delegable. Neither this Agreement nor any duties or obligations may be assigned by Contractor without the prior written consent of Company. Company may assign this Agreement without Contractor's prior approval about a merger or acquisition of Company or a sale of all substantially all its assets.

13. Indemnity

- a. Contractor hereby agrees to indemnify and hold harmless Company, its affiliates, subsidiaries, franchises, officers, directors, agents and employees ("Indemnitees") from and against all claims, suits, liabilities, losses, judgments, or costs arising out of or related to Contractor's breach of this Agreement or acts or omissions in carrying out obligations under this Agreement.

14. Entire Agreement of the Parties

- a. This Agreement supersedes all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Company, and contains all the covenants and agreements between the parties with respect to the rendering of such services. Any modifications of this Agreement will be effective only if in writing and signed by the party to be charged.

15. Validity

- a. Should any part of this Agreement for any reason be declared invalid, then such portion shall be invalid only to the extent of the prohibition without invalidating or affecting the remaining provisions of the Agreement, or without invalidating or altering said portions of this Agreement within states or localities where they are not prohibited by law or court decree.

16. Governing Law and Venue

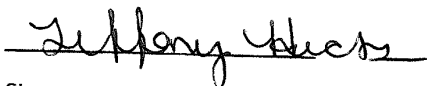
- a. The parties agree that this Agreement will be construed under and will be deemed governed by the laws of the Commonwealth of Virginia. The parties hereby consent and agree that venue and jurisdiction for all actions enforcing and/or arising out of this Agreement will be the state or federal courts in the City of Virginia Beach, Commonwealth of Virginia, to the exclusion of the courts of any other State or County.

IN WITNESS, WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first written below.

CONTRACTOR

STEADFAST MEDICAL STAFFING, LLC.

A Virginia Limited Liability Company



Signature

By: _____

(Company Name or Individual)

Name: Tiffany Hicks

(printed)

Dated: 2-3-17

Address: 9014 cloisters W

Richmond, VA 23229

Telephone No. 804-972-3937

Fax No. n/a

E-mail Address: tiffhicks@yahoo.com